

**MEMORANDUM OF UNDERSTANDING
BETWEEN
REGION 10 LEAGUE FOR ECONOMIC ASSISTANCE AND PLANNING AND
CITY OF GUNNISON, COLORADO**

This Memorandum of Understanding (MOU) is between Region 10 League for Economic Assistance and Planning ("REGION 10"), 300 N. Cascade, Montrose, CO and the (City of Gunnison, 201 W. Virginia, Gunnison, CO 81230) ("Local Agency")

PREMISES

1. The Local Agency is a member of Region 10 League for Economic Assistance and Planning.
2. Region 10 recognized a need to improve telecommunication capabilities, capacity, reliability, and availability in the six county region in order to affect economic development, improve community anchor institutions' efficiency and accessibility, and reduce telecommunication costs for community anchor institutions.
3. Region 10 initiated and recently completed the Region 10 Broadband Implementation Plan to provide telecommunication connection in participating communities to a regional network through a variety of economically viable and sustainable models.
4. Region 10 through leveraging of assets and building of middle mile networks and aggregating the demand for the entire region will enable the region and Local Agencies to have access to more accessible, abundant and affordable broadband services.
5. The Local Agency desires to utilize this network for data service connectivity, internet access and other telecommunications services within the communities and region.
6. This MOU outlines the responsibilities of the parties pertaining to the Local Agency's participation in the fiber network.

IT IS HEREBY AGREED BY THE PARTIES THAT:

I. PURPOSE

To define the business relationship between the Local Agency and Region 10 in preparation for funding to assist in providing a regional broadband network.

II. STATEMENT OF RIGHTS AND OBLIGATIONS OF THE PARTIES

1. Region 10 has the obligation to do the following:
 - A. Completion of the Regional Broadband Implementation Plan and Operations Costs Blueprint.
 - B. Complete and meet requirements to submit an application to the Colorado Department of Local Affairs to obtain funding assistance to build a regional network.
 - C. Assessing and collecting the matching funds committed by each Local Agency to complete the project.
 - D. Obtaining and/or building network services to agreed-upon anchor institutions and carrier neutral locations within the communities, with the intent that private service providers will have the capability of accessing the network to provide 'last mile' services to the businesses and homes at reasonable rates.
 - E. Complete the necessary agreements among the Local Agencies to efficiently operate the network or transfer assets to the Local Agency.
2. The Local Agency has the obligation to do the following:
 - A. Understand and participate in the development and implementation of the network within the Local Agency service area.

- B. Agree to be assessed and remit payment of required matching funds as agreed upon by Region 10 and the Local Agency to obtain network assets within the Local Agency service area. City of Gunnison agrees to match Department of Local Affairs grant in the amount of not to exceed \$_____ for FY 2016 and 2017. The City's obligations hereunder are subject to City Council making an annual budget appropriation in an amount sufficient to fund the City's participation. If City fails or refuses to make such an appropriation, City reserves the right to terminate this MOU without penalty to the City. **The City of Gunnison may revisit their participation in this agreement at any time, and specifically as to the status of the "Phase I" project partially funded by DOLA.**
- C. The Local Agency agrees to participate in REGION 10 network discussion and future applications at the discretion of the Local Agency.

III. GENERAL PROVISIONS

1. This MOU shall become effective upon the date of the last signature by the authorized representative of both parties.
2. The Local Agency and Region 10 agree to evaluate the project at two discrete milestone points. Written consent from the local agency is required to proceed forward at each of the milestones.
 - i. Milestone one. Prior to a contract for engineering the project for City of Gunnison and local agency partners.
 - ii. Milestone two. After receiving the final engineering report (from Milestone 1) and prior to a contract for construction of the engineered project for City of Gunnison and local agency partners.
3. This Agreement shall remain in full force and effect for so long as the parties to this Agreement are pursuing funding for said proposed project or, if awarded, carrying out such project activities. Any party to this Agreement may, however, terminate its participation in this Agreement **60 days** after providing written notice of such termination to the other parties of this Agreement. This Agreement may be terminated at any time by agreement of all parties to this Agreement unless a grant contract is in effect with the State. In this case, the State must approve such termination and arrangements for completing the project. **Should this agreement be terminated, City of Gunnison shall only be required to pay their percentage of any work already completed at the time that notice is given.**
4. The duties and obligations of the MOU shall not be assigned, delegated or subcontracted by the Local Agency or Region 10 without the express written consent of the other party.

CITY of GUNNISON

By: _____

Title: _____

Date: _____

Region 10 League for Economic Assistance and Planning
Michelle Haynes, Executive Director

By: _____

Title: _____

Date: _____